

ATTACHMENT B-2 PRICES

Contract No. C0505851
Exhibit B-2
Effective: June 1, 2005

Product Description	Manufacturer's Part Number	Verizon ID Number	Price	Monthly Recurring Fees
Hardware				
GPS / 1XRTT (Note 1)			\$443.00	
GPS / EVDO (Note 1)			\$490.00	
GPS/1XRTT/802.11(CS) (Note 1)			\$493.00	
GPS/802.11(CS)/EVDO (Note 1)			\$540.00	
In-Truck Reader (Note 1) - Badfire Reader			\$79.00	
1XRTT - EVDO Hardware Upgrade			\$94.00	
Clear polycarbonate cover for the VCTU			\$2.97	
Ethernet connection receptacle in dashboard			\$13.47	
Administration				
H/W Support (Note 2)				Included
Account Administration (Note 3)				Included
OTAP (Note 4)				Included
Data Collection/Supplier-Hosted				
150 Packets/Day - Average per vehicle				Included
Secure JMS Client Software				Included
4 Real Time Feeds (Note 5)				\$0.35/vehicle
1 Additional data feed (Note 5)				\$0.10/vehicle
12 months of service associated with each unit				\$24.35
Installation/Deinstallation				
Installation Cost GPS Unit			per unit >= 10 \$78.00	
Installation Cost GPS Unit & In Truck Reader			\$91.00	
De-install (per unit) (Note 6)			\$18.00	
GPS Unit swap (Note 7)			\$60.00	
Ethernet connection receptacle in dashboard			\$12.00	
Transfer from one vehicle to another (Unit Only)			\$96.00	
Transfer from one vehicle to another (Unit + Card Reader)			\$109.00	
Out of Warranty Detective with Trouble Shooting Dispatch (48 hours)			\$175.00	

Notes:

- 1) Hardware Standard Warranty is twelve (12) months
- 2) Hardware Support through a Web Based Maintenance System: Includes but not limited to - Service Request web based management interface (including status updates and escalation management, as well as a reporting tool)
- 3) Account Administration includes, but not limited to: Landmark management through a Graphic User Interface (GUI), wireless configuration/reconfiguration (access point as well as firewall settings), as well GPS device management (assignment by account, time zone, etc) through a web based administrative tool.
- 4) OTAP includes software configuration and application files upgrade initiated from server.
- 5) Includes monitoring of all Queues as well as replay of data as needed. Data will be stored and available for replay up to thirty-one (31) days for each vehicle. Includes secure JMS interface/client. Upgrades to the JMS software are included in the monthly recurring fee.
- 6) De-installation Includes: Removal of existing units and antenna only, cabling will not be removed. Hardware will be given to local Manager for shipment.
- 7) Unit Swap- Same unit, same Supplier, replace with new technology in the same vehicle. Deinstall/install only.

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ATTACHMENT B-3 DELIVERY INTERVAL

ATTACHMENT B-3 DELIVERY INTERVALS

To

Agreement No. C0505851

Stage 1
HARDWARE ORDERS

Initial Deployment First Year

1X 16 weeks

EVDO w/o WiFi 16 weeks

EVDO w/ WiFi 20 weeks

Lead times are required time to have Products available for installation. Lead time does not include installation time period.

Key Requirements during Initial Deployment:

- Supplier shall aggregate all orders to manufacturer to maximize benefit
- Vehicles will be arranged together in one area at the garage or yard keys will be available.
- Schedule minimum number of visits.
- Both parties shall mutually agree to prioritize locations and development.

Installation Process Key Milestones

For each vehicle: (Installer means Supplier's Agent)

- Installer notes condition of vehicle
- Installer performs installation as described in the Supplier provided Installation Guide. The Installation Guide is provided on a secure website accessible by MobileAria and the Verizon project team members.
- Installer performs post - installation test as described in the Installation Guide and reports results
- Installer updates the Installation Completion Form including makes any comments about condition of vehicle prior to installation.
- Customer's Garage supervisor signs off on Installation Completion Form and including any comment about vehicle condition post-installation. (Garage supervisor notes condition of vehicle post installation. Supervisor DOES NOT verify any technical tests.)

Installation Process Key Obligations (applies to Phase 1 and Phase 2 above)

- Prior to installation, Customer shall contact Wireless Carrier and arrange for auto-provisioning for the units.
Should Customer require schedule changes to deployment, Customer will advise Supplier two (2) weeks prior to mutually agreed on installation services date. Parties will mutually agree as to any reimbursement for schedule change. Should such charge be caused by Force Majeure conditions, both parties will exert reasonable effort to reschedule installation and minimize cost.
- Supplier will provide a site contact. The site contact will move vehicles and prepare and maintain the installation work space prior to and during installation to make certain that the Supplier's technician(s) can perform installation services substantially continuously during time onsite.
- Customer will have reasonably safe worksite areas for the number of installations Supplier performs at each installation worksite. Customer will ensure that Seller has access to adequate 110V AC power at each installation worksite and that power is sufficient for Installer to conduct installation activities at that worksite for the scheduled number of technicians and vehicles.

[illegible]

EXHIBIT C

VERIZON MARKET AREAS

Exhibit C

To Agreement No. C0505851

Verizon Market Areas

North:	Liberty
	Capital
	Island Metro
	New England
Mid-Atlantic:	New Jersey
	Potomoc
	Atlantic Central
West:	California
	North Central
	Southeast
	Texas

EXHIBIT D

PURCHASE FOR INTERNAL USE - WARRANTY AND PRODUCT SUPPORT

- ♦ ATTACHMENT D-1 TRAINING TERMS AND STANDARDS
- ♦ ATTACHMENT D-2 DISCLOSURE OF POTENTIAL OR ACTUAL DEFECTS

EXHIBIT D

To Agreement No. C0505851

PURCHASE FOR INTERNAL USE -WARRANTY AND PRODUCT SUPPORT

1. SCOPE

If Customer issues an Order to Supplier for Product or related Service for its internal use, including use whereby Customer provides services to third parties in the normal course of its business, then the terms of this Exhibit apply.

2. WARRANTY - HARDWARE

- (a) Supplier warrants to Customer that upon delivery of the Hardware as defined in the Agreement to Customer all right, title and interest in Hardware will pass to Customer free of all liens, imperfections in title, claims, charges, restrictions, or other encumbrances. Supplier warrants the Hardware except third party operating systems Software furnished shall be new, merchantable, free from defects in material and workmanship, fit for the ordinary purpose for which the Product Hardware is used. The Hardware Warranty Period for Hardware is one (1) year from the date of installation of the Product. The Hardware shall conform to Supplier's advertised and published specifications and Customer requirements in effect at the time the warranty began. Should the Hardware not conform to the foregoing warranties within the Warranty period, Supplier shall repair or replace the defective or nonconforming Hardware as set forth in section (b) below. . All warranties shall survive inspection, acceptance and payment.
- (b) During theWarranty Period, defective Hardware shall be either repaired on-site by Supplier pursuant to Section 9 of this Exhibit D or Supplier will install replacement Hardware at no charge or cost to Customer within fifteen (15) days of notification of Hardware defect. Unless Supplier and Customer agree otherwise, for Hardware that are returned to Supplier for repair, Supplier shall complete repairs and return repaired Hardware, or ship replacement Hardware , within fifteen (15) days of receipt of defective Hardware at Supplier's designated repair location. Customer shall ship defective Hardware FOB prepaid destination to Supplier designated location. Supplier shall bear the cost of transportation charges for shipment to Customer of Hardware repaired or replaced. If Hardware returned is not defective or the damage or malfunction results from causes not covered under this warranty (including but not limited to the causes excluded under (d) below). Supplier shall promptly advise Customer in writing of this determination; in such cases, Supplier shall return Hardware to Customer at Customer's expense and risk in its "as

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received" condition. If Supplier receives a Product that is "no trouble found" (NTF) from the Customer, the Supplier shall invoice the Customer a fee of fifty dollars (\$50) and return the Product. If Hardware returned is not under warranty, Supplier shall promptly advise Customer in writing of the estimated cost of repair. Supplier shall repair Hardware if and only if approval is received from the Customer in writing and charge Customer for labor, parts and shipping.

- (c) Any Hardware replacement, repair, or modification, or other service performed by Supplier shall be warranted, commencing with the date upon which repaired Hardware is returned to Customer, or installed in the vehicle, for the remainder of the unexpired warranty period or ninety (90) days whichever is greater.
- (d) The warranties do not extend to Hardware to the extent damage or malfunction results from the Hardware being (I) subjected to misuse, neglect or abuse not caused by Supplier; (II) used in violation of the approved written instructions furnished to Customer prior to the delivery of the Hardware; or (III) if such damage or malfunction is caused by other electro-mechanical equipment in the vehicle, not provided by the Supplier.

3. WARRANTY - SOFTWARE

- (a) Supplier warrants that Customer shall have quiet enjoyment of the Software and that the Software and Customer's Use, shall be free from claims of infringement, misuse or misappropriation of any intellectual property right during the term of Customer's license to Use the Software. As to Software which Supplier does not have title, Supplier warrants that it has rights in the Software sufficient to permit the license of the Software to Customer and that Supplier has full right, power and authority to license the Software and other rights granted hereunder to Customer. Customer's sole remedy for breach of this warranty shall be to seek indemnity under Section 35 and/or 37 of the Agreement.
- (b) Supplier also warrants that the media containing the Software will be free from physical defects in material and workmanship and that all related Services provided by Supplier shall be rendered by qualified personnel who will perform the tasks assigned consistent with good professional practice and the state of the art involved. Software Warranty Period is one (1) year from the effective date of license of the Software. If Customer discovers any physical defect in the media containing the Software during the Software Warranty Period and Customer notifies Supplier in writing of such defect within ten (10) calendar days, the Supplier shall provide replacement media to Customer.
- (c) Supplier also warrants that there are no copy protection or similar mechanisms within the Software which will, either now or in the future, interfere with the grants made in this Agreement.

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- (d) For the Software Warranty Period, Supplier warrants that the Software will perform in accordance with the Specifications for the Software, provided the Software is operated in accordance with the terms of this Agreement, including any Order. Supplier assumes no liability for the Software if (i) it is installed on a platform not supported by Supplier; (ii) the Software is modified; (iii) the Software is subject to misuse, neglect or abuse; or (iv) the Software is not used in the manner described in the corresponding Specifications. If the Supplier should not provide repair to Software within thirty (30) days or as mutually agreed from notification, Customer may terminate this Agreement or Order and Supplier shall refund to Customer the amount paid to it for the nonconforming Software. This section 3 states Supplier's sole and exclusive liability and Customer's sole and exclusive remedy for any breach of the warranty with respect to the Software.
- (e) After the Software Warranty Period, Supplier warrants that if any portion of the Software is or becomes unusable, totally or in any respect, Supplier will correct errors, defects and nonconformities and restore the Software to error-free conforming condition without additional charge to Customer.

4. COMPATIBILITY WARRANTY

- (a) Supplier warrants that all Products acquired hereunder shall operate and function in a fully compatible mode with the system and with all switching, transport and transmission elements and other facilities and equipment in the Customer's network in accordance with the requirements and specifications incident to this agreement or any order(s) issued pursuant to this agreement and those standards which are contained in industry publications by recognized standards bodies. Supplier will review each of customer's order for completeness and accuracy with respect to components, products and part numbers and, prior to submitting the order to a sub-contractor, will notify Customer as to any inaccuracies or known deficiencies or incompatibility with any related order.

5. SERVICES

- (a) Supplier warrants to Customer that Services provided hereunder shall be expertly performed in a manner which meets or exceeds the generally accepted standards in the industry, and in accordance with applicable specifications in Exhibit G, entitled "SCOPE OF WORK". All warranties shall survive inspection, acceptance and payment.

6. HARDWARE REPAIR RETURN

- (a) Customer may provide to Supplier an Equipment Repair Order (ERO) number and/or a purchase order pack list number when returning Hardware to Supplier for repair.

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(b) Customer shall furnish the following information with Hardware returned to Supplier for repairs:

- (1) Customer's name and complete address;
- (2) Name(s) and telephone number(s) of Customer's employee(s) to contact if there are questions about Hardware to be repaired;
- (3) "Ship to" address for return of repaired Hardware, if different from (1);
- (4) A complete list of Hardware returned;
- (5) The nature of the defect or failure, if known; and
- (6) Hardware warranty status, if known.

(c) All Hardware shipped to Supplier for repair shall have repair tags attached that are supplied by Supplier free of charge or by Customer, which shall contain the above stated information.

(d) Hardware repaired by Supplier shall have the repair completion date stenciled or otherwise identified in a permanent manner in a readily visible location on Hardware and the repaired Hardware shall be returned with a tag or other papers describing the repairs that have been made. If Supplier maintains statistical records for repaired Hardware, the information shall be made available to Customer upon request.

7. EMERGENCY REPLACEMENT SERVICE

(a) If a failure that causes a customer service impairment to Customer, as confirmed by Customer's Director of Operations, which failure is caused by Hardware or Software furnished under this Agreement, Supplier agrees to install replacement Hardware or Software by the most expedient means available, within five (5) business days of verbal notification by Customer, subject to the availability of and access to the vehicle. Should the emergency situation be reoccurring, it shall be addressed both parties during the quarterly executive review. The charge for this expedited service shall be as follows:

- (1) If the defective Hardware or Software is in warranty or is covered under a maintenance agreement, Supplier shall install new replacement Hardware or Software, as applicable, at no charge. If the defective Hardware or Software is not returned to Supplier within sixty (60) days from the date of shipment of the new replacement Hardware or Software, Supplier may invoice Customer for such new replacement Hardware or Software at Supplier's then current discount price, less Customer's applicable discount.

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- (2) If the defective Hardware or Software is out of warranty and is not covered under a maintenance agreement, Supplier shall ship or install new replacement Hardware or Software and may invoice Customer at Supplier's current price, as stated in the Agreement.

8. TECHNICAL SUPPORT FOR PRODUCT

- (a) Technical Support will be provided to the Customer in accordance with the terms of this Section 7 of Exhibit D. Technical Support will be the main point of contact for specific vehicle issues in the field. Customer support is provided through either of the following:
 1. Phone call to Customer Support
 2. Email to Customer Support
 3. Self-help application via Internet
- (b) Supplier shall make available to Customer Technical Support twelve (14) hours a day, 4 AM to 6PM Pacific Time, five (5) days a week. From 4AM to 7AM Pacific Time, the Supplier may have a pager service, with a representative returning the call within a half-hour of the page. Technical support is included in the monthly recurring fees in Exhibit B-2. Technical support and services shall include, but not be limited to, the provision of the following services:
 - (3) Distribution of a master Supplier's escalation matrix and ongoing updates. This matrix must include names, titles and telephone numbers of individuals within Supplier's technical support organization for problem response escalation by Customer.
 - (4) Distribution, to personnel designated by Customer, of a monthly activity summary report listing the number of times Customer's personnel contacted Supplier's technical support throughout the month, with the date and time of contact, disposition of the call and the source of any identified problems.
 - (5) Assistance in the diagnosis and resolution of hardware and software problems and in the analysis of maintenance indices. Also assistance in expediting priority replacement parts or systems required on an emergency basis.
 - (6) On-line remote monitoring of Hardware, as mutually agreed, to provide assistance in problem identification and resolution.
 - (7) Assistance in the support of the initial implementation of newly developed Product and during installation of significant Product updates and/or changes.

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- (8) Support in the preparation and analysis of failure and discrepancy reports, as required.
- (9) Cooperation in providing guidelines and documentation to ensure the necessary tracking and resolution of engineering, installation and service complaints.
- (c) When Customer contacts Supplier for technical support, Supplier must provide caller with a control number if resolution cannot be completed over the telephone. Supplier shall provide the caller a verbal status, disposition or resolution of the reported problem within two (2) hours of notification.
- (d) When Hardware or Software problems exist with the Product installed in vehicles, Supplier's Technical Support will use remote diagnostics to resolve the issue. If it is determined that Hardware needs to be replaced on the vehicle, Supplier will dispatch an installer to replace the Hardware on-site. Supplier will make best commercially reasonable efforts to resolve such issues in fifteen (15) days from time of first detection.
- (e) Supplier shall make available to Customer Engineering IT Support twenty-four (24) hours a day, seven (7) days a week to proactively monitor the System related to the ASP Service and detect and repair problems as they occur. Only designated technical support contacts within Customer's IT organization may contact Supplier's Engineering IT Support. Supplier's Engineering IT Support shall use commercially reasonable efforts to meet the response times and restore times as stated in Exhibit G-1, Section 12, entitled "SEVERITY LEVELS".

9. ON-SITE ASSISTANCE

- (a) Prior to any on-site assistance, the solution to specific problems shall be discussed and resolved, whenever possible, by telephone, as outlined in Section 7, entitled "TECHNICAL SUPPORT FOR PRODUCT," of this Exhibit. If Supplier's Technical Support personnel determine that the problem can only be resolved by on-site assistance, Supplier agrees to furnish on-site assistance in a time frame as mutually agreed by the parties and in accordance with the mutually agreed price. Such support shall be at no charge to Customer if performed pursuant to during the applicable Hardware Warranty Period or Software Warranty Period.
- (b) Unless specifically Ordered by Customer pursuant to Attachment B-2 hereof entitled "PRODUCT AND SERVICES PRICES", it is understood that visits by Supplier's employees or representatives for inspection, adjustment or other similar purposes in connection with Products and/or Services purchased hereunder shall for all purposes be deemed "Work hereunder" and shall be at no charge to Customer unless otherwise agreed in writing with Customer.

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- (c) In cases of out-of service emergencies, Customer-affecting failures and/or when other critical factors apply, Supplier agrees to provide on-site assistance within five (5) business days of Customer request, within the limits of available transportation.
- (d) Supplier shall provide, at no additional charge: (i) such assistance and advice, as may be reasonably requested by Customer necessary to assist in the use of the Product and (ii) such training as it normally provides without charge to users of the Product.

10. PRODUCT DOCUMENTATION

- (a) During the term of this Agreement, Supplier shall support Product by maintaining and providing, at no charge, preferably in machine readable format, one(1) copy of the Product documentation, on a non-proprietary basis, and for any succeeding changes thereto and other documentation deemed necessary or useful by Customer to support the maintenance and operation of Product.
- (b) Supplier shall maintain a record of Product documentation that has been distributed among Customer's personnel and provide updates, at no charge, in accordance with that record.

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ATTACHMENT D-1

TRAINING TERMS AND STANDARDS

1. Supplier shall provide qualified instructors and the necessary instruction material, as mutually agreed upon, to train Customer's personnel in a cost effective manner in the database preparation and administration, and operation of Product furnished.
2. Supplier shall also establish and/or maintain curricula to include, but not limited to, the following:
 - (a) Product overview and introduction (e.g., features, functions, benefits, nomenclature, architecture);
 - (b) Basic operation and administration; and
 - (c) Other subjects deemed necessary by Customer to support the Product from Supplier
3. Supplier shall change, modify, update and/or add training programs as new Product features/releases are made available.
4. Supplier may maintain a technical training facility, if such a training facility exists. Supplier shall provide Customer a course listing of all training courses available to Customer, notify Customer of any curriculum changes and identify those courses that are critical in the support of the Product. Training shall be offered on a regular basis and Supplier shall attempt to meet any reasonable request for additional or unscheduled training required by Customer. Additional courses may be scheduled with thirty (30) days prior written notice.
5. Supplier shall offer to Customer at no additional cost Supplier's Product to be used by Customer for the sole purpose of training Customer employees on the use of the Product.
6. Supplier shall, at no charge to Customer, provide copies of all training materials to the Customer's training department for review of quality and applicability to Customer's training requirements. Supplier shall provide a plan for the correction of deficiencies identified in such review.
7. Supplier shall provide, upon Customer request, one master electronic copy of any installation, maintenance, and engineering courseware required for Customer's instructors to train on Supplier's Product. The courseware shall contain an instructor guide, student materials and any additional aides required to present the course. These master copy materials shall be provided at no cost.

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Supplier shall provide Customer with reproduction rights for these materials. These materials shall not be distributed to any non-Customer organization.

8. Customer may audit Supplier conducted training to ascertain if the materials are presented in a quality manner. The costs of such audits shall be at no charge. Any recommendations offered by Customer shall be incorporated for future training classes in a timely manner.
9. Supplier certified Customer instructors shall be afforded the same consideration as Supplier's instructors in regard to course modifications and updates. Supplier shall assure that Customer's instructors have the same updated material as Supplier's instructors.
10. Supplier shall provide Customer's instructors, at no cost, technical/operational support in the form of reasonable telephone consulting assistance relating to the content of courseware.
11. Supplier shall provide, electronic copies of all training materials required to support Customer's embedded base of Product that Supplier may have declared as discontinued or obsolete.

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ATTACHMENT D- 2

DISCLOSURE OF POTENTIAL OR ACTUAL DEFECTS

Supplier acknowledges and understands the critical importance to Customer of avoiding network or other service degradation, adverse publicity regarding its network services, or the deterioration or breach of the security of Customer's telecommunications facilities or network.

For purposes of this section, "Event" shall mean

1. any malfunction of the Products or any failure of the Products to conform to the Specifications;
2. actual failures or impaired functioning of the Products resulting in the disruption of any service provided by telecommunications facilities, including but not limited to network access, to Customer , or to customers of Customer for a period of ten (10) uninterrupted minutes per occurrence;
3. potential, suspected or actual defects in design and/or manufacturing of the Products which are known by Supplier regardless of whether such potential, suspected or actual defects in design and/or manufacturing have resulted in any actual malfunctions or failures of the Products, and which have the potential of causing the disruption of any service provided by telecommunications facilities, including but not limited to network access, to Customer , to customers of Customer , or of Supplier for a period of ten (10) uninterrupted minutes per occurrence; and,
4. uses of the Products in combination with other goods, products, or services, whether those of Supplier or others, where such combined usage could be reasonably predicted to or actually does result in failure or impaired functioning of the Products which cause, or have the potential of causing, the disruption of any service provided by telecommunications facilities, including but not limited to network access, to Purchaser, to customers of Purchaser, or of Supplier for a period of ten (10) uninterrupted minutes per occurrence.

Supplier agrees to identify and compile reports concerning any actual or potential Events. Supplier further agrees to notify Customer at the address below of the occurrence of any Event within eight (8) hours of Supplier's first knowledge of the Event.

Verizon Corporate Sourcing
Philip Melone- Sourcing Process Leader
240 E. 38th Street- 14th Floor
New York, NY 10016
(212) 338-7025

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For defects which pose an immediate threat to health and safety, Supplier shall immediately notify the SPL and the VERIZON Health and Safety Organization pursuant to section 47 "NO HAZARDOUS PRODUCTS OR COMPONENTS"

Such notification shall include any and all actions taken by Supplier, its agents, and contractors and by the owner or user of the Products which are subject to the Event. Within forty-eight (48) hours after such notification, Supplier shall provide Customer with a complete and detailed written description of the following:

1. activities which led up to or preceded the Event;
2. the cause or causes of, including any and all known contributing factors to, the Event;
3. any and all actions taken by Supplier, its agents, and contractors, and by the owner or user of the Products which are subject to the Event to control;
4. the date the Event will be resolved, and;
5. any and all measures which can be reasonably taken to avoid the occurrence of the Event in Customer's Products.

Supplier shall continue to provide these written descriptions to Customer every forty-eight (48) hours until such time as the Event has been successfully resolved or until Supplier and Customer agree on their discontinuance.

If requested by Customer, Supplier shall provide identical descriptions to Telecordia's National Control Center or such other place of Customer's agent specified by Customer.

Any failure by Supplier to fulfill its obligations under this section shall be a material breach of this Agreement. The reporting of an Event by Supplier to Customer as provided herein shall not relieve Supplier of any of its obligations or liabilities under this Agreement.

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EXHIBIT E

ELECTRONIC PURCHASING

- ♦ ATTACHMENT E-1 ELECTRONIC DATA INTERFACE (EDI)

EXHIBIT E ELECTRONIC PURCHASING

ATTACHMENT E-1 EDI

Using best commercially reasonable efforts, Supplier will comply with these EDI guidelines as soon as possible .

1. At Customer's option, the parties will develop an Electronic Data Interchange (EDI) for the electronic communication of purchase orders, acknowledgements, subsequent invoicing or other data (Documents). All exchanged Documents shall be channeled through one or more Third Party Networks (TPNs) by one party to the other. Each party will arrange and pay its own expenses for the transmission of electronic Documents. Either party may change its TPNs with thirty (30) days' prior written notice to the other. Each party agrees to provide the other access codes necessary to establish connections. Each party shall adopt reasonable security procedures to ensure that (i) Documents transmitted electronically are authorized; (ii) the parties' business records and data are protected from improper use; and (iii) the security of access codes and electronic identification codes is maintained. Prior to the performance of any new transmission of Documents under this Agreement, Supplier agrees to review and then perform, to the best of its capabilities, in accordance with the instructions provided in Customer's Implementation Guidelines. As determined by Customer and Supplier, there may be a period during which the parties test and resolve any operational issues.
2. At the option of the sending party and if the sending party has the capacity to receive acknowledgements electronically, then, upon receipt of a Document, the receiving party shall promptly issue an acknowledgement to the sending party solely for the purpose of acknowledging receipt of the Document. Otherwise, the receiving party shall provide written acknowledgements to the sending party. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the sending party (if identifiable from the received Document) in a reasonable manner. In the absence of such notice, the sending party's records of contents of such Document shall control.
3. For Electronic Funds Transfer (EFT), Customer agrees to electronically transfer funds, as appropriate, to the financial institution and bank account number shown in Attachment E-1, as the same may be modified from time to time by Supplier upon notice to Customer within fourteen (14) days of the effective date of such modification. Customer will make payments in accordance with the National Automated Clearing House Associations (NACHA) Corporation Trading Rules. Customer's process is governed by and in accordance with Article 4A of the Uniform Commercial Code. Customer will not be responsible for any loss that may arise by reason of error, mistake or fraud regarding Supplier's information provided in Attachment E-1. Further, Customer will be responsible for loss of data only when it is due to the sole negligence of Customer or its originating bank.
4. The parties agree that a Document properly transmitted electronically, including a party's identification, shall be the same as a signed writing, created in the ordinary course of the sending party's business, at or near the time of the events

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ATTACHMENT E-1

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recorded, and transmitted by a person with knowledge of the events. When the Document is printed from the electronic records, the Document shall be considered an original document. Neither party shall contest the validity of the Document on the grounds that it fails to meet the common law statute of frauds or the statute of frauds found in Section 2-201 of the Uniform Commercial Code, that it fails to meet the business records exception to the hearsay rule or that it fails the best evidence rule because it is not an original document.

5. For matters pertaining to the technical administration of EDI transactions, the parties shall contact the individuals listed below:

CUSTOMER:

Verizon
700 Hidden Ridge
P. O. Box 152092
Irving, Texas 75015
Attention: Sect. Mgr-Application Development
(Information Technology)

SELLER:

MobileAria, Inc.

ATTACHMENT E-2

EFT INFORMATION

SUPPLIER'S COMPANY

Name: Mobile Area, Inc
Address: 800 West El Camino Real #240
Mountain View, CA
94040

EFT Contact Name: Steve Conlisk - VP Finance

EFT Contact Telephone No: 650-237-4422

EFT Payments extended by: Five (5) days

(EFT payment days will be added to existing payment due dates to neutralize check float.)

Remittance Method (Please check one of the following):

- ☐ EDI ANSI 820 sent to Seller's bank with payment
☐ EDI ANSI 820 sent to Seller's company's EDI mailbox
☒ Fax remittance to (650) - 937 - 1078
☐ Paper remittance sent to existing remittance address

SELLER'S FINANCIAL INSTITUTION

Bank Name: Bank of America
Address: 450 B St. #900
San Diego, CA 92101

Bank Calling Office: Nash Sikes

Bank Contact Telephone No: 888-852-5000 x 8204

Bank Transit Routing No: ABA # 121000358

Seller's EFT INFORMATION

Seller's EFT Bank Account No
to Receive Payments: # 00507-13073
Bank Account Name: Mobile Area, Inc

Rev. 2 6/23/2004
MobileAria
C0505851

ATTACHMENT E-1

3

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ACH Format Seller's Bank

Accepts (CTX or CCD+): _____

Combine EFT Remittance

with ACH: _____(Yes/No)

Supplier's Financial Institution should be consulted since EFT transmission formats are influenced by Supplier's bank capability to receive electronic payments.

The above EFT payment instructions are authorized, and the terms and condition stated in this Agreement Number (Agreement Number) are accepted by:



Signature

6/2/05

Date

Steve Conlisk

Printed Name

VP Finance

Company Title

EXHIBIT F

Primary Supplier Compliance with Minority, Woman-owned, Disabled and Vietnam era Veteran Business
Enterprises (MWDVBE) Utilization

- ♦ ATTACHMENT F-1 MWDVBE CONTRACT COMPLIANCE

EXHIBIT F
To Agreement No. C0505851
Primary Supplier Commitment
Compliance with Minority, Woman-owned, Disabled and Vietnam Era Veteran Business Enterprises
(MWDVBE) Utilization

The supplier completes all manufacturing overseas and currently does not have the opportunity to utilize any MWDVBE companies. If an opportunity arises, the supplier shall follow the following requirements:

1. Supplier Commitment.

The Primary Supplier (Seller) agrees to provide opportunities for Certified ¹ Suppliers identified as Minority ², Woman ³-owned ⁴, Business Enterprises ("MWDVBE")⁵, Disabled, Service Disabled and Vietnam Era Veteran ⁶ Business Enterprises ("DVBE"), (hereinafter "Diversified Suppliers") in accordance, at a minimum, with the terms and conditions of this Section.

2. Primary Supplier Commitments.

A. Supplier Diversity Utilization Plan.

The Primary Supplier must submit an approved Supplier Diversity Utilization Plan ("Plan") within sixty (60) days after execution of this Agreement, if not already supplied in the RFP response. The Plan must include a statement that the Primary Supplier will achieve MWDVBE and PC Percent Commitments specified in this section, and a commitment to report results utilizing the reporting method described below:

Contract Specific Reporting.

The Primary Supplier must relate MWDVBE expenditures to specific Verizon contracts and track them by using the Contract Specific method of reporting of the Prime Supplier MWDVBE Quarterly Report found on line at <http://www.verizon.com/supplierdiversity>. In this case, the Primary Supplier will also provide:

¹ Currently certified as MWDVBE by an authorized certifying body, such as NMSDC, WBENC, or other similar local, state, or federal certifying body, among others.

² "Minority" is defined as a business of which at least 51% of the ownership and control is held by individuals who are members of a minority group, and of which at least 51% of the net profits accrue to members of a minority group. Such persons include, but are not limited to Black Americans, Hispanic Americans, Asian Pacific Americans, Native Americans; "Control" is defined as having overall fiscal/legal responsibility and exercising the power to make policy decisions; Asian Pacific Americans (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Laos, Cambodia (Kampuchea), Taiwan; Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru; Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal; and Native Americans (American Indians, Eskimos, Aleuts, and Native Hawaiians). Members of other groups designated by the U. S. Small Business Administration.

³ "Women-owned" is defined as a business that is at least 51% owned and controlled by a woman or women. Such women's business enterprise shall further be classified as either minority or non-minority women-owned business, depending upon the greater portion of ownership; "Owned" is defined as at least 51% of the business or in the case of a publicly owned business, at least 51% of the stock is owned either by a minority or women; "Control" is defined as having overall fiscal/legal responsibility and exercising the power to make policy decisions.

⁴ "Owned" is defined as at least 51% of the business or in the case of a publicly owned business, at least 51% of the stock owned either by a minority or women. Transfer of ownership or purchase of an existing business by a minority (or non-minority women) from a non-minority (or non-minority male), that remains actively involved in the operation of the business, does not qualify as a minority-owned or women-owned business.

⁵ A "minority business" or "women-owned business" may be an individual partnership, a joint venture or a corporation, other than an employee of a Verizon company.

⁶ A business that is at least 51% owned and controlled by an owner or owners who are Veterans or Disabled Veterans who are veterans of the military, naval, or air service of the United States with a service-connected disability or who are disabled as defined by the Americans With Disabilities Act. This classification can also include agencies that employ 51% or more disabled persons.

- (1) A list of the name(s) and address(s) of any Diverse Suppliers the Primary Supplier has identified to use in support of this Agreement,
- (2) A description of the products/services or scope of work to be performed by Diverse Suppliers and,
- (3) The percentage or volume of contract work to be performed by each such firm.
The list of Diverse Suppliers by the Primary Supplier in its (Contract-Specific) Supplier Diversity Utilization Plan form shall constitute:
 - A representation by the Primary Supplier to Verizon in regard to the Diverse Supplier(s) that: (a) it intends to use the firm for the work specified in the Supplier Diversity Utilization Plan; (b) on the basis of information known to it and after reasonable inquiry, it believes such Diverse Supplier(s) to be technically and financially qualified to perform the work specified, and that the firm is available to perform the work; and (c) the Diversified Supplier(s) identified is currently certified as MWDVBE by an authorized certifying body.
 - A commitment that the Primary Supplier will enter into a contract with each such Diverse Supplier (or approved substitutes) in accordance with its Supplier Diversity Utilization Plan.
 - A commitment by the Primary Supplier that it will not substitute a Diverse Supplier listed in its Supplier Diversity Utilization Plan without notifying Verizon. Unless the Primary Supplier has a reasonable belief that use of a designated Diverse Supplier will potentially cause personal injury or damage to property, or that such Diverse Supplier has engaged in illegal or unethical behavior, no substitution(s) of Diverse Supplier(s) designated on the Primary Supplier's Utilization Plan Form may be made without notifying Verizon in writing, citing the specific reason(s) for substitution.

B. Primary Supplier MWDVBE Percent Commitment.

The Primary Supplier shall engage the services of certified Diversified Supplier(s) to try to achieve for an amount equivalent to at least "sixteen" percent (16%) of dollars spent under this Agreement in 2003, "seven-teen" percent (17%) in 2004 and 2005 and eight-teen percent (18%) in 2005 and thereafter in MWDVBE utilization under the Agreement ("MWDVBE Percent Commitment").

C. Primary Supplier Compliance; Standards and Remedies.

I. Compliance Standards. Verizon has the right to determine compliance by the Primary Supplier with the Supplier Diversity Utilization Plan and the MWDVBE Percent Commitments (hereinafter collectively the "MWDVBE Commitments") established in this Section. Verizon may determine that the Primary Supplier is achieving its MWDVBE Commitments as set forth in this Section by examining reports received from the Primary Supplier, performing on-site inspections, conducting progress meetings regarding work required by the Agreement, contacting involved Diversified Supplier, or through other Verizon actions taken in the ordinary course of administering the Agreement.

II. Quarterly Compliance Reports. "Verizon Prime Supplier MWDVBE Quarterly Reports", shall be submitted via the website <http://www.verizon.com/supplierdiversity> by the Primary Supplier, as required by this agreement, no later than thirty (30) days following the end of each quarter. This document is intended to provide a reporting mechanism to monitor the Primary Supplier's progress in achieving its MWDVBE Commitments as set forth in this Section.

III. Updates. An annual update of the Primary Supplier's Supplier Diversity Utilization Plan will be required to ensure compliance with this Agreement's provision for continuous year over year improvement.

IV. Commitments Not Achieved. In the event that the Primary Suppliers MWDVBE Commitments hereunder are not achieved and the Primary Supplier can not demonstrate to the reasonable satisfaction of Verizon that commercially reasonable efforts were made to accomplish such MWDVBE Commitments, such failure shall constitute an occasion of default and Verizon reserves the right and shall have the option to invoke the default and termination provisions of this Agreement. Verizon in addition to Article(s) of this Agreement pertaining to default and termination shall have all other rights and remedies

Rev. 1

ATTACHMENT F-1

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available at law and in equity and under this Agreement. Verizon may also require that the Primary Supplier, upon request, submit additional documentation and information concerning the Primary Supplier's performance in achieving its MWDVBE Commitments and compliance with its Supplier Diversity Utilization Plan.

V. Cure Period for Commitments Not Achieved. Should the Primary Supplier continue to fail in achieving the MWDVBE Commitments of this Agreement or any amendments thereto after having been given notice of such failure to meet its MWDVBE Commitments, and failing to cure such Commitments within thirty (30) days of receiving such notice by achieving its requirements, the Primary Supplier shall be in default and no further cure shall be permitted.

VI. Supplier Report Card. In addition, the Primary Supplier's ability to achieve its MWDVBE Commitments shall reflect upon and shall contribute to the Primary Supplier's overall grade on the Supplier Report Card or other performance measurement(s).

EXHIBIT G

SCOPE OF WORK AND SERVICE LEVEL AGREEMENTS

- ♦ ATTACHMENT G SCOPE OF WORK
- ♦ ATTACHMENT G-1 SERVICE LEVEL AGREEMENT

EXHIBIT G
to
Agreement No. C0505851
between
Verizon and MobileAria
Scope of Work
GPS System Deployment

1.0 Introduction

This document describes features, functionality and performance requirements of MobileAria's GPS System Deployment (hereinafter also referred as "Integrated In-Vehicle Device (IIVD)" or "Product" or "Unit"), to be supplied to Verizon Services Corp. and its Affiliates ("Customer" or "Verizon"). MobileAria shall provide and support for the term of the Agreement, as stated in Exhibit G-1, section 15, entitled "MOBILEARIA RESPONSIBILITIES":

- the GPS collection module,
- the cellular communications support,
- the data collection component,
- processing of the data collected,
- service request submission, pinging, and mapping for creation and management of landmarks.

All Verizon related geospatial data collected by MobileAria shall be provided to Verizon for its internal use by other Verizon systems. MobileAria shall provide a secure, high-speed data interface and support for end-to-end data delivery. End-to-end data delivery is from the Integrated In-Vehicle Device to Software Client running on Verizon servers. The Client software supplied by MobileAria is responsible for pulling data off the Messaging Queue residing on MobileAria servers and writing the data to Verizon data bases. The unit will send all the data on a configurable, periodic basis, as well as under certain specific events. Verizon employees will be able to bridge into the IIVD using 802.11b connectivity or standard Ethernet LAN cabling and gain access to the Verizon Intranet using Virtual Private Network (VPN). The IIVD will have a built-in configurable firewall for managing access to Internet. Finally, the unit will have proximity reader and over-the-air (OTA) maintenance operational interfaces.

2.0 Service Description

Verizon will provide certain number of its vehicles to MobileAria to be outfitted with MobileAria supplied IIVD modules, including cabling and antennas, to allow collection and pre-processing of vehicle

positional and status event information by MobileAria and delivering it over the wireless network. MobileAria represents that Verizon may use the system to monitor the location of service vehicles, review driving routes and patterns, and accumulate vehicle mileage. MobileAria also represents that the data collected by the System may be used in a tactical mode to enhance the dispatch of field service personnel and in a strategic mode to allow for review of routes, stops, and related information as required.

The primary interface medium to the data collected by IIVD shall be through a data feed from MobileAria to Verizon. MobileAria shall make the data available to any Verizon operational support system to support non-desktop, web access, and cross-system re-use.

3.0 Scope

3.1. Location

MobileAria shall support all Verizon vehicles outfitted with the Unit within the following geographical areas:

Customer Operations – Northeast:

1. New York
2. New England

Customer Operations – South:

1. New Jersey
2. Pennsylvania/ Delaware
3. Maryland
4. Virginia
5. West Virginia
6. Washington D.C.

Customer Operations – West:

1. North Central (Illinois/Wisconsin, Ohio/Michigan)
2. Southeast (Florida, North & South Carolina)
3. Texas
4. West Coast (California)

3.2 Deployment

Deployment of the Units shall be according to a mutually agreed deployment plan, with installations concurrently occurring in multiple physical locations. MobileAria shall meet Verizon's installation requirements and schedule. MobileAria acknowledges that the installation schedule may require MobileAria to install equipment in as many as one thousand (1,000) vehicles per week in multiple locations. Verizon shall respect the lead times in Exhibit B-3, Delivery Intervals, when requesting installations and Verizon reserves the right to revise its deployment plans at any time with a thirty (30) day written notice to MobileAria. MobileAria will install all hardware on-site at the reporting centers where the vehicles are normally located.

3.3 Installation Requirements

For each vehicle provided by Verizon, MobileAria shall:

1. Install IVD unit and associated antennas.
2. An optional separate Ethernet jack for extending the built-in Ethernet port may be installed based on vehicle installation requirements.
3. De-install of existing (@Road) hardware and antenna(s) only. Cabling will not be removed. Removed hardware will be given to Verizon manager at the installation location.

3.4 Technical Requirements

MobileAria shall provide access to Web-based applications to support the national deployment and maintenance of IVD telemetry equipment. The key technical requirements that are to be supported include:

1. Account Administration includes, but is not limited to: Landmark management through a Graphic User Interface (GUI) interface, wireless configuration/reconfiguration (access point as well as firewall settings), and GPS device management (assignment by account, time zone, etc. and view by individual account or at national level) through a web based administrative tool.
2. Hardware Support through a Web Based Maintenance System: Includes but is not limited to Service Request web based management interface (including status updates and escalation management, as well as a reporting tool).
3. Collection of GPS information by IVD in real time and transmit the following location information data points on regular intervals to MobileAria as follows:
 - STOP
 - Ignition OFF, or
 - If vehicle travels < 5 MPH for 2 min
 - RULE: Show only stops > 3 min in duration
 - MOVING
 - Moving – When first movement is detected after a stop
 - Moving Confirmation – When GPS fix occurs after the moving point
 - Moving Update – Continuous movement for a user-definable time period (set at 15 minutes for Verizon)
4. Data packets from each vehicle to include IVD sequence ID, date/time stamps, positional coordinates, address and landmark information, and event types for all tracked vehicles, and other data elements as may be required.
5. In vehicle device data caching capability.
6. Ability to import existing Landmarks and custom define new Landmarks of various types, as requested by Verizon.
7. Ability to change frequency/conditions for collecting Location and status event information, as requested by Verizon.
8. Ability to specify/change the definition of the location data points (e.g. duration of stops- -), as requested by Verizon.
9. Ability to query specific information from the IVD unit.

10. If requested by Verizon, secure high-speed Java Messaging Service interface/client. Upgrades to the JMS software are included in the monthly recurring fee. MobileAria represents that the JMS interface software upgrades will be developed to meet Verizon technical and time requirements. MobileAria reserves the right to notify Verizon about required JMS client upgrades at least sixty (60) days prior to deployment.
11. Multiple data queues.
12. Each data packet transmitted through each independent queue shall have a unique sequence ID.
13. Monitoring of all Queues and notification of planned and unplanned events. Data will be stored for thirty one (31) days for each vehicle and are available for replay. Replay of data will be provided at Verizon request, as needed.
14. IIVD firmware shall support OTA and on-board reprogramming of the business logic used to generate data packets.
15. Over the Air Programming (OTAP) including software configuration and application files upgrade initiated from MobileAria server. Airtime charges incurred during OTAP will be invoiced to the Customer separately, by the Wireless Carrier.
16. MobileAria will give Verizon advanced notification as soon as possible about configuration changes to the data flow to allow necessary steps by Verizon in advance of the changes.
17. MobileAria's scalable datacenter infrastructure and processing resources will support Verizon's needs with no degradation of data management or data processing performance as the number of tracked vehicles increases and the number of users accessing the data increases.
18. MobileAria shall maintain a High availability and Disaster Recovery data management infrastructure in place, throughout the deployment of production IIVD hardware for Verizon.
19. MobileAria's interface to the IIVD hardware shall do the following:
 - Software capabilities will be split between the client and server software and will include, but are not limited to:
 - General: get and set odometer, get and set truck id, get and set employee id, get serial number, change password
 - GPS: get signal status, get current co-ordinates, get current time and time-zone
 - WWAN: get VZW ESN, get WWAN signal strength, get WAN IP address, update PRLs, reactivate modem
 - WLAN: current status, turn on and off, show connected clients, get and set ssid, get and set WPA key
 - Firewall: current status, turn on and off, get and set remote IP address list
20. With development guidance for MobileAria Verizon will provide an installable program to run in the windows system tray:
 - Verizon will decide which items shall be either protected, hidden, or automated for the end user.
 - Items will fall into one of the following categories:
 - i. Available for use only on the vendor web server (at appropriate security levels)
 - ii. Available for use only on a PC connected to the device (configuration changes over WiFi will be blocked)
 - iii. Available for use on both of the above

- iv. Verizon may request certain rules be enforced or scripted (for example: ssid should be "vzvan_" plus the truck id)

4.0 MobileAria Responsibilities

MobileAria shall be responsible for:

1. Provisioning of all necessary hardware, as specified above
2. Processing Verizon Purchase Orders, shipping, and provisioning of in vehicle devices on the rolling forecast (see section 5.0 of this document) established by Verizon.
3. Hardware installation and end-to-end functionality testing.
4. Activation and testing procedures
5. Equipment maintenance and trouble resolution procedures within the scope of the Warranty and Technical Support described in Exhibit D.
6. Verizon shall notify MobileAria of any installation or repair issues relating to all IIVD equipment through a Web-based Service Request. MobileAria will perform all repairs and installations must be performed at the scheduled appointment date and time according to deployment plan and based on service requests. As described in Exhibit B and Exhibit D, Warranty and Technical Support or Exhibit B-3, Delivery Interval.
7. Providing Technical Support for Verizon via 800# as described in Exhibit D, Warranty and Technical Support. Providing Engineering IT Support for Verizon IT via 800# as described in Exhibit D, Warranty and Technical Support Providing data stream to Verizon of all collected GPS data for internal, warehousing and distribution within a Verizon data center or alternative location, as determined by Verizon.
8. Any de-installed (removed) MobileAria units shall remain with MobileAria personnel. Any de-installed legacy units (@ Road) shall be turned over to Verizon personnel
9. Safeguarding and securing data for sixty (60) days should such data not be collected to a repository within the Verizon network or in case a data replay is requested by Verizon.

5.0 Verizon Responsibilities

1. Place Purchase Orders
2. Develop rolling forecast for Product installations during the initial deployment period including preferred time and location for each installation. Promptly update such forecast, confirming installation appointments at the local level. MobileAria shall have geographic and scheduling control of installations for large scale deployments as described in Exhibit B-3, Delivery Interval.
3. Make locations and vehicles accessible to MobileAria and its agents.
4. Make arrangements for training classes or training the trainer.

6.0 Reports

MobileAria shall support the following reporting requirements:

1. Hierarchical secure access to vehicle information.
2. Ability to select from one vehicle up to all vehicles within a group for all reports.

3. Vehicle status report (where the vehicle is at any point in time) - ping feature.
4. Ability to configure/define the length of time defined as a "stop".
5. Label for each truck with an administrative function to allow administrator to edit the labels.
6. Ability to create Landmarks (e.g. Garage) of various shapes, including virtual "boxes" and polygons around a specific building or work location. Such functionality will allow monitoring of vehicle entering and exiting a zone and frequency of visits to the zone.
7. Search by vehicle number in the Administration window. Ability to list all vehicles by account and at the national level.

MobileAria Inc.

By Kim Schroeder

Name Kim Schroeder

Title DIRECTOR

Date JUNE 10, 2005

Geary S. Howell
6/6/05

Verizon Services Corp.

By Charles L. Good

Name CHARLES L. GOOD

Title PRESIDENT

Date JUNE 2, 2005

EXHIBIT G-1
To Agreement No. C0505851

**VERIZON NATIONAL OPERATIONS
SERVICE DELIVERY – I&M PROCESS
MANAGEMENT**

Service Level Agreement

with MobileAria, Inc.



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Contact:

Name(s)	Phone #(s)
Thomas Wainwright	(650) 237-4455

Distribution List:

Name(s)

Approvals:

Role	Name	Phone #
Project Manager	Victor Shao	650-237-4447
Network Service Group		
Information Technology		

Note: The project manager maintains reviewed and approval records.

Abstract:

This document contains the Service Level Agreements (SLA) for Service and Support to be provided by the MobileAria Project Team to Verizon

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Conventions:

Convention	Description
Note:	Notes appear in bold print aligned with the preceding paragraph. An example is shown below. Note: If the information in this section is sizeable, you may reference the source material or include as an appendix.



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1 Introduction

1.1 Scope and Purpose

This document contains the Service Level Agreements (SLA) for Support to be provided by the Mobile Project Team to Verizon Service Delivery I/M Process Management and Verizon Information Technology and any other Verizon or Verizon Affiliate organization as applicable. The Service Delivery I/M Process group is an organization within Network Services of Verizon Communications ("Customer"). Customer refers to Supplier's Mobile Project Team simply as MobileAria. For clarity, all references to MobileAria in this document will be as Supplier Mobile Project Team, and all references to SD will be as Verizon Service Delivery I/M Process Management. Verizon Information Technology is an organization within the Customer. This SLA is an exhibit to the Agreement between Verizon Services Corp. (here referred to as Verizon Service Delivery I/M Process Management or Verizon) and MobileAria (here referred to as Supplier or Supplier Mobile Project Team), dated June 15, 2005 (the "Agreement"). This formally documents the level of Service and the measurements for Services provided. This SLA documents the parameters (e.g., response time to analyze trouble reports, report rate, response-time-to-repair, timeliness and accuracy of reports to SD, user support levels, and percentage of new installs reported in trouble within five (5) business days, location and event data feed to Verizon) and identifies the people and processes associated with the support and penalties associated with performance not meeting mutually agreed-upon measures and criteria.

This SLA will be in effect for the term of the Agreement, as it may be amended or extended. The parties will amend the Agreement if there are significant changes to the operating environments and/or the supporting organizations make the content of this SLA inapplicable. Minor revisions may be made to this SLA only with the written approval of all associated parties.

1.2 Service Level Agreement Review Process

This Service Level Agreement is to be reviewed on a yearly basis by the GPS Steering Committee or a subset of that committee as defined in section 3.0 herein. The SLA will be updated as deemed necessary to accommodate organizational changes and staffing changes. The committee may also review the SLA if the committee identifies a more efficient method of providing support for its Application. The Customer, Verizon SD, I/M Process Management may also initiate changes to the Service Level Agreement.

If this Service Level Agreement is changed in any significant manner (*i.e.*, other than contact name changes due to staffing changes), the new release of this agreement must be signed off by authorized representatives of both parties.

1.3 Service Assurance

The MobileAria Project Team Systems application and attending infrastructure is covered under this SLA for both "pre-Production" and "Production".

Service assurance will be provided through mechanized detailed activity reports designed for Verizon SD, I/M Process Management, trouble reports submitted, implementation of environmental performance enhancements, and the use of "change control" procedures and processes for installation and maintenance. All **Severity Level I** outages require the use of a "Post Mortem" session. Post Mortems may be applied to **Severity Level II** outages on a case-by-case basis at the request of MobileAria or by request of Verizon SD I/M Process Management or Verizon Information Technology.



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VERIZON / MOBILEARIA SERVICE LEVEL AGREEMENT

1.4 Document Structure

There are two major components of this SLA document. In addition to this introductory information, the first component contains all information that is common to the supported environment. The second component of this document consists of several attachments of information, such as specific definition of meanings, method of performance measurement, penalty clauses, and contact numbers for companion systems used by Verizon SD I/M Process Management with the MobileAria product.

Specifically referenced in the first component is information about the support organizations and responsibilities associated with the support. This includes the application, trouble tracking procedures, service levels, trouble severity levels, escalation procedures, incident review process, service level agreement review process, and the authorizing signatures.

The second component is a section of reference material. The reference material has information about companion applications with an overview, key contacts for each supporting the application, interfacing systems, availability, response times and performance compensation payments applicability.



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2 Organizations & Responsibilities

2.1 Definition of MobileAria Responsibilities

This document defines support for Verizon Operations Service Delivery. MobileAria in this document represents the support groups that deal directly, interface with the end-user, or are the first point-of-contact for real time production support issues. MobileAria Project Team is the organization for location data-related issues.

They, i.e., the MobileArea Project Team, will perform such activities as installation, repairs, performance and tuning, determining the need and establishing alerts, implementations, change control, measurements and validation of the architecture. In an outage situation, MobileAria may be directly involved in real time restorals.

2.2 MobileAria Project Team

The MobileAria Project Team's primary focus is Location Data MobileAria application development and support for Verizon Network Services Group, Service Delivery database activities, installation of **"Integrated In-Vehicle Device (IIVD)"** units in Verizon motor vehicles, diagnostic testing and repair of units, detailed activity reports, and delivery of location data and events to Verizon Information Technology.

Summary of Services:

- Hardware installation and installation support
- Installation of software and update/upgrade support
 - IIVD Unit firmware
 - High-Performance JMS Data Interface
- Software media and documentation
- System, network, and operational documentation
- 24 x 7 Engineering IT Support
- Preventive maintenance
- Assigned GPS support team
- Monthly and yearly statistics on repair rates and installation activity
- Location Data and Event Delivery to Verizon Information Technology
 - Data feeds on multiple queues
 - Data replay
 - Data audits
 - Feed Monitoring
 - Data Feed Event Notification
 - Scheduled
 - Unscheduled



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Application support is the assurance that application functionality and performance meet agreed-upon service levels. Verizon SD and MobileAria support, plan, coordinate, and schedules all activities for enhancement and maintenance of software changes through an assigned Project Manager who, for the purpose of this SLA, will be recognized as MobileAria. MobileAria is the primary point of contact for application activities. The MobileAria Project Manager is responsible for the installation, maintenance, and technical support of the application software in all of the test and production environments.

Systems support for the vehicle hardware is provided by the MobileAria and Verizon Field Support organizations. The systems support team works in conjunction with the application support group. The Systems Support Team ensures that the application is available and operating correctly and efficiently. System Support is responsible for monitoring system utilization at the operating system level and performing application tuning to insure agreed upon levels of performance. System Support is also responsible for ensuring that all application data backups are preformed, "failover" architecture is appropriate for the GPS application, and that all disaster recovery (DR) documentation is complete and correct.

MobileAria Engineering IT Support –The MobileAria Engineering IT Support team will provide technical support to the Verizon Information Technology team as needed. This team serves as the Subject Matter Experts on the hardware and software components of the MobileAria product. This team is to be available to the Verizon IT on a 24x7 basis.

2.3 Verizon Service Delivery

The Verizon SD and Information Technology Teams manage operations planning for Verizon SD. They provide direction for the applications, hardware, and networks required to meet business needs. Any planned enhancements to the application environment will be documented by MobileAria and shared with Verizon SD and IT. Requested changes to the operating environment, depending upon the nature and urgency, may be verbal. All verbal requests will be followed up in writing within ten (10) business days and binding on the parties only if agreed upon in writing. Documentation will be provided by MobileAria in support of the application release process.

Documentation delivery schedule:

- Within one (1) week of building the release internally for MobileAria integration testing, the "preliminary release notes" will be presented.
- The "final release notes" will be presented no later than such time as MobileAria delivers the new release software to Verizon SD for User Acceptance Testing.
- Updates (when applicable) to the Functional Requirements Specification Document will be delivered to Verizon SD at the same time the software is delivered for User Acceptance Testing.

3 GPS Steering Committee

3.1 Purpose

A Verizon SD steering committee is set up to evaluate the application and operating environment. The Steering Committee takes a "whole Verizon view" of the application. The committee examines problems associated with the application and supporting infrastructure, identifies new methods of operation, prioritizes work packages associated with new deliverables and ensures consistency throughout Verizon.



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3.2 Composition

The Director of Service Delivery I/M Process Management of Verizon , or his/her designee will chair the steering committee. The frequency of meetings will be at the discretion of the chair.

The composition will at a minimum include Verizon representation from I&M Process Mgmt, Dispatch Support, Information Technology, and Remote Operations Support/Market Area Support. Additional representation may be added as deemed appropriate by the chair. The chair has the authority to modify representation as necessary to resolve old issues, identify new issues or to facilitate implementations. They will also perform semiannual compliance reviews relevant to this SLA.

4 Trouble Tracking Procedures

4.1 Trouble Ticket Creation

MobileAria shall provide a means for end users (Selected SD staff and Information Technology) to enter trouble tickets into a Trouble Management System over the Internet through a web-based application when issues are discovered. Included within the realm of trouble ticket categories (one category for hardware and the other for Data Feed issues) are:

- a) Hardware tickets – Associated with field hardware, cabling, antennas, etc.
- b) Software (Java Messaging Server (JMS) Data delivery) tickets

Verizon IT shall utilize the Trouble Management System to enter issues. The area of the system to which IT adds and manages the Tickets shall be separate from the area supporting the field issues.

MobileAria shall provide a live/personal email response to specific events received via email messages sent from Verizon Information Technology to MobileAria support. Within thirty (30) minutes, MobileAria shall transmit a live email response to the originator email address **specific** to the event described in the email. An automatically-generated email reply during any phase of this sequence is unacceptable. Examples of software tickets:

"Request to turn off monitoring"

"No data delivered to Verizon"

"Data Quality"

"Data Loss" (with associated Replay)

"Data Delay"

- c) Software (*IIVD*) tickets
- d) Automatic Trouble Ticket creation based upon Proactive Monitoring by MobileAria

The Trouble Ticket process should be in place and operable prior to the completion of the first installed units.

4.2 Escalation of Trouble Tickets

See Section 13 below



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4.3 Logging/Closing Trouble Tickets

MobileAria will accept, record, and provide status of trouble ticket reports either by telephone call or electronically via an Incident Request form. When a trouble ticket is resolved, MobileAria will log the resolution and notify Verizon.

IIVD Unit Issue resolution: Except for delays caused by Verizon, MobileAria shall resolve all trouble ticket reports within the resolution times specified in Section 12 of this document entitled, "SEVERITY LEVELS", and Section 8 of Exhibit D, entitled "TECHNICAL SUPPORT FOR PRODUCT".

5 Customer Inquiry System

Verizon requires an automated system to track, escalate, and report on issues from the field. The system will allow the Verizon user to open an issue via the web without MobileAria interaction. In addition, the system will have business rules in place to assure the issue gets the visibility required depending on the process flow/business rules.

5.1 Self-Service Requirements

The following are required elements of the MobileAria equipment:

- System will automatically detect that the user using the system is a Verizon user.
- Verizon can submit inquiries via web
- Verizon can check inquiry status via web
- Automatic Inquiry number issued.
- Verizon specified form fields (type of inquiry, subject, description, device id, etc)
- Verizon to be notified when inquiry created and resolved.
- Find answers
- Web-based
- Verizon to be able to attach multiple files with inquiries (screenshots, reports, etc)

5.2 Ability to enforce business and process rules per Verizon requirements (not limited to escalation)

Enforcement of business and process requires a rule definition system to be able to enforce an enterprise's business rules/processes. These rules can cause notifications to occur or automatic escalation to take place based upon criteria such as record history values. For example; if a support request with high priority is not attended to within one (1) day, the system will automatically notify the manager via email. Another example; if a medium priority does not get resolved in three (3) business days, the system will automatically change to high priority. All notifications will be sent to individuals and/or groups. As part of the rule definition, the system will recognize the origin of the request (Capital, West Coast, etc.) and escalate it to the individuals responsible for that region.

5.3 Multiple Project Management

The Customer Inquiry system must support multiple user groups, *e.g.*, Verizon support will be different from general customer support. Issues and Users will be assigned to various work groups. These groups are generally regional but can also be functional, *e.g.*, the Installer coordinator can see all install related problems. All data and reports provided to Verizon SD will be available for the Verizon footprint and will be available for all Verizon and MobileAria GPS coordinators.



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5.4 Reporting

- Open inquiries (include details such as history, origination, escalated, etc)
- Detailed report of inquiries (date opened, closed, resolution, history, etc)
- Total inquiries (by week and/or by month)
- Total escalated inquiries (by week and/or month)
- Summary of Inquiries by type, by resolution (software, HW, FW, training, RMA, defective unit, etc)
- Average open inquiry days
- All reports will be reported by regions and/or national level
- Scheduled delivery of reports to specified users (emailed)
- Authorized users will have the ability to view reports on demand via website.
- Repair rates, causal detail, and average mean time to repair at the account, region, and national level

5.5 User Authentication

- All users of the MobileAria Systems will require User IDs and Passwords
- All IDs and passwords will be authenticated by MobileAria server.
- If other servers are used, authentication must be administered by MobileAria.

5.6 User Authorization

Users shall be members of Verizon authorized groups with specific access to reports and ticket creation by:

- By Account (separate account for JMS Issues for Verizon IT)
- National Level

6 Reporting Requirements

MobileAria at a minimum will provide the following reports monthly, quarterly, and annually.

- Average repair rate by cause and in total
- Average response time
- Average mean time to repair
- Summary of all Severity Levels 1 and 2 Issues (including Data Feed), response time, cause, and remedial action.

7 Minimum Performance Requirement

The following section outlines the minimum performance requirements for MobileAria to be considered as having provided minimum service levels to Verizon.

Minimum performance requirements to comply with the specifications in the Agreement include:



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- Trouble Tickets
 - JMS Data Feed interruptions – MobileAria shall not drop the communication connection to Verizon for more than fifteen (15) consecutive minutes in an unplanned outage.
 - Excludes issues with Internet connectivity or in cases of Disaster Recovery
 - JMS Data Loss – In situations when the IIVD Unit collects data but does not send it (discontinuities in Sequence Ids); Verizon expects MobileAria to provide 100% uninterrupted sequences from each and every vehicle and 100% uninterrupted sequences within the data feed to Verizon.
 - Landmark/Geocoding interruptions: All GPS (Location) data message sent to Verizon must contain geocoded information and landmark identification if the point is within a pre-defined landmark. This represents one example of expected Data Quality that MobileAria must provide Verizon.
- MobileAria shall:
 - Respond/Acknowledge to Trouble Tickets within twenty four (24) hours 100% of the time
 - Clear all troubles within the assigned restore time of 98% of the time
 - Clear all troubles within fifteen (15) days 95% of the time if a dispatch is required, less any time waiting to make the vehicle available.
 - Data Feed Issues: fifteen (15) minute response time in cases of unplanned outage.
 - Provide Engineering IT Support within the maximum acceptable service delays as described in Section 12 of this document entitled, "SEVERITY LEVELS".
 - Provide Technical Support within the Maximum acceptable service delays as described in Exhibit D, Section 7 of the Agreement entitled, "TECHNICAL SUPPORT FOR PRODUCT".
 - Support growth of the deployed vehicle base while maintaining the same level of service and support performance

Requirements for a Quality Watch

- Failure to meet any one of the categories above for a period of one month, or any two (2) months within one year will result in a Quality Watch.
- If a Quality Watch is implemented, failure to correct a trend of reduced quality within sixty (60) days and/or failure to surpass the above results in any of the specified categories for three (3) months may result in Verizon exercising of the Default and Termination provisions under the Agreement, as stated in Section 41 of the Agreement, entitled "TERMINATION".

8 Engineering Support – Support for infrastructure upgrades

MobileAria shall provide timely support for the following customer requests:

- Expectations for delivery of upgrades
- Maintaining synchronicity with Verizon infrastructure upgrades (including DB2, Java, OS)
- 24x7x365 phone access to a member of the MobileAria Engineering Support Team



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9 Performance Compensation Payments

MobileAria's failure to meet any one of the Minimum Performance Requirements categories contained in Section 7 above for a period of one month may result in Verizon electing, to receive compensation payments as specified in EXHIBIT I, entitled PERFORMANCE COMPENSATION PAYMENTS, Section 2, paragraph c.

10 Continuous Improvement

MobileAria shall ensure to Verizon that there is a Continuous Process Improvement plan in place and that they are meeting the expectations contained therein.

MobileAria shall demonstrate to Verizon that they are meeting or exceeding current acceptable performance levels for location-data vendors of similar size and resources.



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